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9 Attorneys for Plaintiff
10 Innovative Sports Management, Inc.,
11 d/b/a Integrated Sports Media

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 OAKLAND DIVISION

15 INNOVATIVE SPORTS MANAGEMENT,
16 INC., d/b/a INTEGRATED SPORTS MEDIA,

17 Plaintiff,

18 vs.

19 FELIPE VALENZUELA, et al.,

20 Defendants.

Case No. 4:19-cv-02785-JSW

PLAINTIFF'S NOTICE OF APPLICATION
AND APPLICATION FOR DEFAULT
JUDGMENT BY THE COURT

Date: To Be Set By The Court

Time: 9:00 a.m.

Court: Courtroom 5, Second Floor

Judge: Hon. Jeffrey S. White

21 TO THE HONORABLE COURT, THE DEFENDANTS AND TO THEIR ATTORNEYS OF
22 RECORD:

23 PLEASE TAKE NOTICE that on a date to be set by the Court at 9:00 a.m. or as soon
24 thereafter as this matter may be heard in Courtroom 5 (Second Floor) of the United States
25 District Court, Northern District of California, located at 1301 Clay Street, Oakland, CA 94612,
26 Plaintiff Innovative Sports Management, Inc., d/b/a Integrated Sports Media (hereinafter
27 "Plaintiff"), by and through counsel, will present its Application for Default Judgment by the
28 Court and against Defendants Felipe Valenzuela, individually and d/b/a Mancora Cebicheria and

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1 Mancora Cebicheria, Corporation, an unknown business entity d/b/a Mancora Cebicheria
2 (hereinafter “Defendants”).

3 1. Default was entered against Defendants on March 1, 2021. (Dkt. No. 46).

4 2. Default was entered pursuant to an Order of this Court granting Plaintiff’s Motion
5 to Strike Defendants’ Answer and Enter Default. (Dkt. No. 45)

6 3. After the entry of default, Federal Rule of Civil Procedure 55(b) provides that
7 default judgment may be entered by the Court upon application of the Plaintiff. Fed. R. Civ. P.
8 55(b)(2).
9

10 4. At the time and place of hearing, Plaintiff will present proof of the following
11 matters:

12 a. Defendants are not infants or incompetent persons, or in military service or
13 otherwise exempted under the Servicemembers Civil Relief Act of 2003; and,

14 b. Notice of this Application for Default Judgment by the Court and related
15 documents were served on the Defendants;

16 c. Plaintiff is entitled to judgment against the Defendants on the claims pled in the
17 complaint. To wit:

18 d. Plaintiff is entitled to judgment against the Defendants on the claims pled in the
19 complaint. To wit:
20

21 1) By contract, Plaintiff paid for the proprietary rights to distribute the *Peru*
22 *v. Scotland, International Friendly Soccer Game*, telecast nationwide on Tuesday,
23 May 29, 2018 (hereinafter referred to as the “Program”).

24 2) With full knowledge that the *Program* was not to be intercepted, received,
25 and/or exhibited by entities unauthorized to do so, Defendants and/or their agents,
26 servants, workmen, and/or employees, did unlawfully intercept, receive and
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28

1 thereafter exhibit the *Program* at the time of its transmission at the address of the
2 establishment doing business as Mancora Cebicheria, a food and drink
3 establishment operated by Defendants, and located at 2191 South El Camino
4 Real, San Mateo, California 94403 (as more fully detailed in the *Declaration of*
5 *Affiant* filed herewith).

6 3) The unauthorized reception, interception and/or exhibition of the *Program*
7 by the Defendants was done willfully and for the purpose of direct or indirect
8 commercial advantage or private financial gain.

9 4) The unauthorized publication or use of communications, such as the
10 transmission for which Plaintiff had the distribution rights, is prohibited by Title
11 47 U.S.C. § 605, *et seq.* and Title 47 U.S.C. § 553, *et seq.*

12 5) By said acts of receiving, intercepting and exhibiting the *Program* at the
13 above-indicated address, Defendants tortiously obtained possession of the
14 *Program* and wrongly converted same to his own use and benefit.

15 5. Plaintiff seeks Judgment in its favor and against the Defendant for violations of
16 47 U.S.C. §§ 553(c)(3)(A)(ii) and (c)(3)(B) in the amounts of \$3,000 and \$18,000, respectively.
17 Plaintiff addresses this Court's authority to find liability and award damages under 47 U.S.C. §
18 553 in the accompanying Memorandum of Points and Authorities.

19 6. Plaintiff also seeks damages for conversion in the amount of \$1,000.00.

20 7. By and through this Motion, Plaintiff also seeks the opportunity to submit
21 evidence in support of its recovery of attorneys' fees and relevant costs incurred as provided
22 pursuant to 47 U.S.C. § 553, *et seq.*

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Respectfully submitted,

Dated: June 4, 2021

/s/ Thomas P. Riley

LAW OFFICES OF THOMAS P. RILEY, P.C.

By: Thomas P. Riley

Attorneys for Plaintiff

Innovative Sports Management, Inc.,

d/b/a Integrated Sports Media

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PROOF OF SERVICE

I declare that:

I am employed in the County of Los Angeles, California. I am over the age of eighteen years and not a party to the within cause; my business address is First Library Square, 1114 Fremont Avenue, South Pasadena, California 91030. I am readily familiar with this law firm's practice for collection and processing of correspondence/documents for mail in the ordinary course of business.

On June 4, 2021, I caused to serve the following document entitled:

PLAINTIFF'S NOTICE OF APPLICATION AND APPLICATION FOR DEFAULT JUDGMENT BY THE COURT

On all parties referenced by enclosing a true copy thereof in a sealed envelope with postage prepaid and following ordinary business practices, said envelope was addressed to:

Felipe Valenzuela (Defendant)
Mancora Cebicheria, Corporation (Defendant)
2191 S. El Camino Real
San Mateo, CA 94403

The fully sealed envelope with pre-paid postage was thereafter placed in our law firm's outbound mail receptacle in order that this particular piece of mail could be taken to the United States Post Office in South Pasadena, California later this day by myself (or by another administrative assistant duly employed by our law firm).

I declare under the penalty of perjury pursuant to the laws of the United States that the foregoing is true and correct and that this declaration was executed on June 4, 2021, at South Pasadena, California.

Dated: June 4, 2021

/s/ Karla Diaz

KARLA DIAZ

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